

IN RE:)	
)	
BARRY NEIL SHRUM and)	No. 309-06329
DAWN ELLEN SHRUM)	Chapter 7
400 WHISTLER COVE)	Judge Harrison
Franklin, TN 37067)	
WILLIAMSON-TN)	
SSN / ITIN: xxx-xx-9434(H) xxx-xx-7666(W))	
)	
Debtors)	

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- b. The date of the scheduled hearing is June 5, 2012, 9:00 a.m., in Courtroom 3, Customs House Building, 701 Broadway, 2nd Floor, Nashville, Tennessee 37203.
- c. The motion to which you are responding is:

MOTION TO REDEEM REAL PROPERTY

If you wish to have a stamp-filed copy of your response/objection, you will need to include at least one (1) extra copy of the response/objection and a self-addressed, stamped envelope to the Court.

You must also mail a copy of your response to Counsel for the Debtor(s) at the following address:

Steven L. Lefkovitz, No. 5953
Attorney for the Debtor(s)
618 Church ST., #410
Nashville, TN 37219
Telephone: (615) 256-8300
Facsimile: (615) 255-4516
E-Mail: slefkovitz@lefkovitz.com

If a timely response/objection is filed, the hearing will be held at the time and place indicated above. **THERE WILL BE NO FURTHER NOTICE OF THE HEARING DATE.** You may check whether a timely response has been filed by calling the Clerk's office at (615) 736-5584 or viewing the case on the Court's website at www.tnmb.uscourts.gov. If you received this notice by mail, you may have three additional days in which to file a timely response under Rule 9006(f) of the Federal Rules of Bankruptcy Procedure.

If you or your attorney do not take the above steps, the Court may decide that you do not oppose the relief sought in the motion and may enter an order granting that relief.

/s/ Steven L. Lefkovitz, No. 5953
Steven L. Lefkovitz, No. 5953
Attorney for the Debtor(s)
618 Church St., #410
Nashville, TN 37219
Telephone: (615) 256-8300
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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE

IN RE:

**BARRY NEIL SHRUM and
DAWN ELLEN SHRUM**

400 WHISTLER COVE

Franklin, TN 37067

WILLIAMSON-TN

SSN / ITIN: xxx-xx-9434(H) xxx-xx-7666(W)

Debtors

)
)
) **No. 309-06329**

) **Chapter 7**

) Judge Harrison
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MOTION TO REDEEM REAL PROPERTY

NOW COMES the Debtors, through counsel, and respectfully moves this Honorable Court to permit them to redeem the real property under the terms and conditions set forth in the attached contract, which is attached hereto and incorporated herein by reference.

Respectfully submitted,

/s/ Steven L. Lefkovitz, No. 5953

Steven L. Lefkovitz, No. 5953

Attorneys for the Debtors

618 Church St., #410

Nashville, TN 37219

(615) 256-8300 fax (615) 255-4516

E-Mail: slefkovitz@lefkovitz.com

VERIFICATION

I hereby certify under the penalties of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.


/s/ Barry N. Shrum

Barry N. Shrum

CERTIFICATE OF SERVICE

I hereby certify that on May 4, 2012, a true and correct copy of the foregoing document was filed electronically. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. All other parties, including Nashville, TN 37207-3000 will be served via regular U.S. mail on May 4, 2012. Parties may access this filing through the Court's electronic filing system.

/s/ Steven L. Lefkovitz

Steven L. Lefkovitz

PURCHASE AND SALE AGREEMENT

T2 Development, Inc., with a principal place of business at 7837 River Road, Nashville, TN 37209 (**hereinafter referred to as ("Purchaser")**) offers to purchase from

JEANNE ANN BURTON, Trustee for the Bankruptcy Estate of Barry and Dawn Shrum, currently pending in the United States Bankruptcy Court for the Middle District of Tennessee, case number 309-06329 or from Barry and Dawn Shrum, individually, if said property has been abandoned from the aforementioned bankruptcy estate, **hereinafter referred to as ("Seller")**

the following described Real Estate located in Williamson County, Tennessee, commonly known as *400 Whistler Cove, Franklin, TN 37067*, the correct legal description to be secured from

LAND in Williamson County, Tennessee being Lot No. 201, on the Final Plat, Whistler Farms, Section Two, of record in Plat Book 29, Page 23, Register's Office for Davidson County, Tennessee, to which said plan reference is hereby made for a more complete and accurate legal description thereof.

BARRY SHRUM, spouse of the above named **DAWN SHRUM**, joins in this conveyance for the purpose of releasing any and all rights he may have in and to the above described property, especially his marital rights.

BEING the same property conveyed to the Grantor(s) herein by Deed of even date and being filed for record in Instrument No. _____, Register's Office for Williamson County, Tennessee, recorded simultaneously herewith

This offer includes all improvements thereto either permanently installed, or which belong to or are used in connection with the real estate, wherever located, such as electrical or gas fixtures, heating equipment, hot water heater, and water softener (if not leased); window shades and Venetian blinds, curtain and drapery rods, and fixtures; screens, storm doors and windows, and awnings; television and radio antennae; for Two Hundred Eighty Thousand and 00/100 Dollars (\$280,000.00), subject to the following written terms and conditions:

PAYMENT

The Purchase Price shall be paid as follows:

1. Earnest Money Deposit. Purchaser will tender to the Estate One Thousand and 00/100 Dollars (\$1,000.00) (the "Earnest Money") within two business days of the approval of the United States Bankruptcy Court for the Middle District of Tennessee. The Earnest Money shall be applied to the Purchase Price and shall be credited first to any portion thereof payable in cash at the time of closing. The Earnest Money shall be returned immediately to Purchaser if this offer is not accepted.

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2. Payment on Closing. On closing this transaction, Purchaser shall pay the Purchase Price, less the Earnest Money in cash to the Seller.

FINANCING

1. Purchaser's obligation under this Agreement is not subject to Purchaser's ability to obtain a loan.

SURVEY AND EVIDENCE OF TITLE

The Seller, at its expense, shall furnish Purchaser an Owner's Policy of Title Insurance in an amount equal to the amount of the Purchase Price from a reputable title company insuring marketable title subject only to such exceptions as are permitted by this Agreement. If the survey made of the Real Estate does not conform to the Minimum Standards for a Tennessee Land Title Survey, or if no survey is made, the policy may also except from coverage easements and liens not shown of record and matters that would be disclosed by an inspection or survey. If a staked survey is to be made, the cost of the survey shall be paid by the Seller.

TAXES AND ASSESSMENTS

Purchaser assumes and agrees to pay all assessments for public improvements becoming a lien after closing and all installments of real estate taxes due and payable as of the date of closing, and thereafter. Current real estate taxes shall be prorated as of closing date and paid from proceeds.

INSPECTION

Purchaser acknowledges that the Seller has made no warranties or representations pertaining to the quality or condition of the real estate and that Purchaser has inspected the premises and agrees to purchase the real estate in an "as is" condition provided, however, Purchaser may have the improvements inspected by reputable and qualified parties doing business in the community within days after acceptance of the offer.

CLOSING AND POSSESSION

1. The transaction shall be closed at a time and place acceptable to the parties, no later than 60 days after United States Bankruptcy Court's approval. Either party may, however, request and receive a thirty (30)-day extension of the closing date in the event the transaction cannot be closed due to delay in obtaining the title evidence, title clearance work, survey or loan approvals, provided that such delay does not result from the fault of the party requesting the extension.
2. At closing, the Estate shall deliver To Purchaser an executed Deed in recordable form conveying marketable title to the Real Estate subject only to exceptions permitted by this Agreement.

674595.2

3. Possession of the Real Estate shall be delivered to the Purchaser on the date of closing.
4. This Agreement is subject to the approval of the United States Bankruptcy Court for the Middle District of Tennessee.

TITLE

Title to the premises shall be taken in the name of the Purchaser.

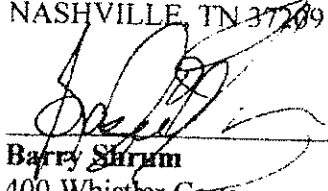
ACCEPTANCE OF OFFER AND RECEIPT FOR EARNEST MONEY

The Undersigned Seller hereby accepts such offer and acknowledges receipt of One Thousand Dollars (\$1,000.00) as Earnest Money to be held for Purchaser's benefit and either applied, returned, or forfeited according to the terms of this Agreement for Purchase of Real Estate.

Dated:

JEANNE ANN BURTON, Trustee

Jeanne Ann Burton PLLC
PO Box 90181
NASHVILLE, TN 37209



Barry Shrum
400 Whistler Cove
Franklin, TN 37067

T2 Development, Inc

By: 

Al Taylor

President
7837 River Road
Nashville, TN 37209


Dawn Shrum
400 Whistler Cove
Franklin, TN 37067

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WILLIAMSON-TN

SSN / ITIN: xxx-xx-9434(H) xxx-xx-7666(W)

Debtors

No. 309-06329

Chapter 7

Judge Harrison

ORDER GRANTING MOTION TO REDEEM REAL PROPERTY

Upon the Motion of the Debtors to redeem real property and Notice thereon, both having been filed with the United States Bankruptcy Court for the Middle District of Tennessee on May 4, 2012; and copies of same having been served on the U.S. Trustee, the Chapter 7 Trustee, and all other creditors and parties in interest and there having been no written objections filed and served on same; it is hereby **ORDERED** that the Motion for Redeem Property as evidenced by the motion filed with this Court on May 4, 2012 (Docket entry ____) is hereby GRANTED.

THIS ORDER WAS SIGNED AND ENTERED ELECTRONICALLY AS INDICATED AT THE TOP OF THE FIRST PAGE

APPROVED FOR ENTRY:

/s/ Steven L. Lefkovitz, No. 5953

Steven L. Lefkovitz

Attorney for Plaintiff

618 Church Street, Suite 410

Nashville, Tennessee 37219

(615) 256-8300 fax (615) 255-4516

email: slefkovitz@lefkovitz.com